
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 4)*

Partner Communications Company Ltd.
(Name of Issuer)

American Depositary Shares, each representing one Ordinary Share, par value NIS 0.01 per share
(Title of Class of Securities)

70211M109
(CUSIP Number)

**Scailex Corporation Ltd.
48 Ben Zion Galis Street
Segula Industrial Area
Petach Tikva 49277, Israel
Attn: Yahel Shachar, CEO**

With a copy to:

**Rona Bergman Naveh, Adv.
Gross, Kleinhendler, Hodak, Halevy & Greenberg & Co.
1 Azrieli Center, Tel-Aviv, Israel
+972-3-607-4444**

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

December 5, 2013
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

* Amendment No. 4 is being refiled to include Exhibit 31, which was inadvertently omitted from the original Amendment No. 4 filed on December 17, 2013. No other changes were made to the original Amendment No. 4.

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| CUSIP No. 70211M109 | | Page 2 of 11 | |
| 1 | NAME OF REPORTING PERSON: Ilan Ben-Dov | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS: BK, WC, OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION: Israel | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER: 0 | |
| | 8 | SHARED VOTING POWER: 22,418,497 *^ (see Item 5) | |
| | 9 | SOLE DISPOSITIVE POWER: 0 | |
| | 10 | SHARED DISPOSITIVE POWER: 22,418,497 *^ (see Item 5) | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 22,418,497 *^ (see Item 5) | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> ^ | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 14.40 %**^ | | |
| 14 | TYPE OF REPORTING PERSON: IN | | |

* Ilan Ben-Dov, Ben-Dov Holdings Ltd. and Suny Electronics Ltd. may be deemed to be the beneficial owners of 20,245,371 ordinary shares of the Issuer that are owned directly by Scailex Corporation Ltd., and Ilan Ben-Dov and Ben-Dov Holdings Ltd. may be deemed to be the beneficial owners of an additional 2,173,126 ordinary shares of the Issuer that are owned directly by Suny Electronics Ltd. Ben-Dov Holdings Ltd., a company wholly-owned by Ilan Ben-Dov, directly owns 56.6% of the ordinary shares of Suny Electronics Ltd. Ben-Dov Holdings Ltd., together with (i) I. Ben-Dov Investments Ltd. (a company wholly-owned by Ilan Ben-Dov), and (ii) Tao Tsuot Ltd. (an Israeli public company; Ilan Ben-Dov beneficially owns 69.66% of Tao Tsuot Ltd.'s shares) (Ben-Dov Holdings, I. Ben-Dov Investments Ltd., and Tao Tsuot Ltd. are collectively referred to as the "Ben-Dov Companies"), collectively own 80.57% of the ordinary shares of Suny Electronics Ltd. However, because 8.91% of the ordinary shares of Suny Electronics Ltd. are owned by Suny Telecom (1994) Ltd., a wholly-owned subsidiary of Suny Electronics Ltd., the Ben-Dov Companies effectively hold 88.45% of the voting rights of Suny Electronics Ltd. Suny Electronics Ltd. owns 78.71% of the outstanding ordinary shares of Scailex Corporation Ltd. and owns a principal amount of NIS 6,559,244 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 0.33% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. In addition, Ilan Ben-Dov indirectly owns 3.63% of the outstanding ordinary shares of Scailex Corporation Ltd. through Ben-Dov Holdings Ltd. and indirectly owns through I. Ben-Dov Investments Ltd. and Ben-Dov Holdings Ltd. a principal amount of NIS 21,280,000 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 1.08% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. Accordingly, Ilan Ben-Dov may be deemed to have the shared voting and dispositive power with respect to 22,418,497 ordinary shares of the Issuer in the aggregate, owned directly by Scailex Corporation Ltd. and Suny Electronics Ltd. Pursuant to Rule 13d-4 under the Securities Exchange Act of 1934, as amended, Ilan Ben-Dov disclaims beneficial ownership of all ordinary shares of the Issuer reported in this Schedule 13D/A, except to the extent of any pecuniary interest therein.

** In accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and based on 155,668,571 ordinary shares of the Issuer outstanding as of September 30, 2013 (not taking into account 4,467,990 treasury shares of the Issuer) (as disclosed in a Form 6-K submitted by the Issuer to the Securities and Exchange Commission on November 19, 2013).

^ Does not include Ordinary Shares beneficially owned by the other parties to the Shareholders' Agreement described in Item 4 of Amendment No. 2, as to which the Reporting Persons disclaim beneficial ownership.

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| CUSIP No. 70211M109 | | Page 3 of 11 | |
| 1 | NAME OF REPORTING PERSON: Ben-Dov Holdings Ltd. | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS: BK, WC, OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION: Israel | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER: 0 | |
| | 8 | SHARED VOTING POWER: 22,418,497*^ (see Item 5) | |
| | 9 | SOLE DISPOSITIVE POWER: 0 | |
| | 10 | SHARED DISPOSITIVE POWER: 22,418,497*^ (see Item 5) | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 22,418,497*^ (see Item 5) | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> ^ | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 14.40% **^ | | |
| 14 | TYPE OF REPORTING PERSON: CO | | |

* Ilan Ben-Dov, Ben-Dov Holdings Ltd. and Suny Electronics Ltd. may be deemed to be the beneficial owners of 20,245,371 ordinary shares of the Issuer that are owned directly by Scailex Corporation Ltd., and Ilan Ben-Dov and Ben-Dov Holdings Ltd. may be deemed to be the beneficial owners of an additional 2,173,126 ordinary shares of the Issuer that are owned directly by Suny Electronics Ltd. Ben-Dov Holdings Ltd., a company wholly-owned by Ilan Ben-Dov, directly owns 56.6% of the ordinary shares of Suny Electronics Ltd. The Ben-Dov Companies collectively own 80.57% of the ordinary shares of Suny Electronics Ltd. However, because 8.91% of the ordinary shares of Suny Electronics Ltd. are owned by Suny Telecom (1994) Ltd., a wholly-owned subsidiary of Suny Electronics Ltd., the Ben-Dov Companies effectively hold 88.45% of the voting rights of Suny Electronics Ltd. Suny Electronics Ltd. owns 78.71% of the outstanding ordinary shares of Scailex Corporation Ltd. and owns a principal amount of NIS 6,559,244 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 0.33% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. In addition, Ilan Ben-Dov indirectly owns 3.63% of the outstanding ordinary shares of Scailex Corporation Ltd. through Ben-Dov Holdings Ltd. and indirectly owns through I. Ben-Dov Investments Ltd. and Ben-Dov Holdings Ltd. a principal amount of NIS 21,280,000 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 1.08% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. Accordingly, Ben-Dov Holdings Ltd. may be deemed to have the shared voting and dispositive power with respect to 22,418,497 ordinary shares of the Issuer in the aggregate, owned directly by Scailex Corporation Ltd. and Suny Electronics Ltd. Pursuant to Rule 13d-4 under the Securities Exchange Act of 1934, as amended, Ben-Dov Holdings Ltd. disclaims beneficial ownership of all ordinary shares of the Issuer reported in this Schedule 13D/A, except to the extent of any pecuniary interest therein.

** In accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and based on 155,668,571 ordinary shares of the Issuer outstanding as of September 30, 2013 (not taking into account 4,467,990 treasury shares of the Issuer) (as disclosed in a Form 6-K submitted by the Issuer to the Securities and Exchange Commission on November 19, 2013).

^ Does not include Ordinary Shares beneficially owned by the other parties to the Shareholders' Agreement described in Item 4 of Amendment No. 2, as to which the Reporting Persons disclaim beneficial ownership.

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| CUSIP No. 70211M109 | | Page 4 of 11 | |
| 1 | NAME OF REPORTING PERSON: Suny Electronics Ltd. | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS: BK, WC, OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION: Israel | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER: 0 | |
| | 8 | SHARED VOTING POWER: 22,418,497*^ (see Item 5) | |
| | 9 | SOLE DISPOSITIVE POWER: 0 | |
| | 10 | SHARED DISPOSITIVE POWER: 22,418,497*^ (see Item 5) | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 22,418,497*^ (see Item 5) | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> ^ | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 14.40%**^ | | |
| 14 | TYPE OF REPORTING PERSON: CO | | |

* Ilan Ben-Dov, Ben-Dov Holdings Ltd. and Suny Electronics Ltd. may be deemed to be the beneficial owners of 20,245,371 ordinary shares of the Issuer that are owned directly by Scailex Corporation Ltd. Suny Electronics Ltd. directly owns an additional 2,173,126 ordinary shares of the Issuer. Ben-Dov Holdings Ltd., a company wholly-owned by Ilan Ben-Dov, directly owns 56.6% of the ordinary shares of Suny Electronics Ltd. The Ben-Dov Companies collectively own 80.57% of the ordinary shares of Suny Electronics Ltd. However, because 8.91% of the ordinary shares of Suny Electronics Ltd. are owned by Suny Telecom (1994) Ltd., a wholly-owned subsidiary of Suny Electronics Ltd., the Ben-Dov Companies effectively hold 88.45% of the voting rights of Suny Electronics Ltd. Suny Electronics Ltd. owns 78.71% of the outstanding ordinary shares of Scailex Corporation Ltd. and owns a principal amount of NIS 6,559,244 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 0.33% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. In addition, Ilan Ben-Dov indirectly owns 3.63% of the outstanding ordinary shares of Scailex Corporation Ltd. through Ben-Dov Holdings Ltd. and indirectly owns through I. Ben-Dov Investments Ltd. and Ben-Dov Holdings Ltd. a principal amount of NIS 21,280,000 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 1.08% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. Accordingly, Suny Electronics Ltd. may be deemed to have the shared voting and dispositive power with respect to 22,418,497 ordinary shares of the Issuer in the aggregate, owned directly by Scailex Corporation Ltd. and Suny Electronics Ltd. Pursuant to Rule 13d-4 under the Securities Exchange Act of 1934, as amended, Suny Electronics Ltd. disclaims beneficial ownership of the ordinary shares of the Issuer owned by Scailex Corporation Ltd. reported in this Schedule 13D/A, except to the extent of any pecuniary interest therein.

** In accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and based on 155,668,571 ordinary shares of the Issuer outstanding as of September 30, 2013 (not taking into account 4,467,990 treasury shares of the Issuer) (as disclosed in a Form 6-K submitted by the Issuer to the Securities and Exchange Commission on November 19, 2013).

^ Does not include Ordinary Shares beneficially owned by the other parties to the Shareholders' Agreement described in Item 4 of Amendment No. 2, as to which the Reporting Persons disclaim beneficial ownership.

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| CUSIP No. 70211M109 | | Page 5 of 11 | |
| 1 | NAME OF REPORTING PERSON: Scailex Corporation Ltd. | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS: BK, WC, OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION: Israel | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER: 0 | |
| | 8 | SHARED VOTING POWER: 20,245,371 *^ (see Item 5) | |
| | 9 | SOLE DISPOSITIVE POWER: 0 | |
| | 10 | SHARED DISPOSITIVE POWER: 20,245,371 *^ (see Item 5) | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 20,245,371 *^ (see Item 5) | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> ^ | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 13.01% **^ | | |
| 14 | TYPE OF REPORTING PERSON: CO | | |

* Scailex Corporation Ltd. directly owns 20,245,371 ordinary shares of the Issuer. Ben-Dov Holdings Ltd., a company wholly-owned by Ilan Ben-Dov, directly owns 56.6% of the ordinary shares of Suny Electronics Ltd. The Ben-Dov Companies collectively own 80.57% of the ordinary shares of Suny Electronics Ltd. However, because 8.91% of the ordinary shares of Suny Electronics Ltd. are owned by Suny Telecom (1994) Ltd., a wholly-owned subsidiary of Suny Electronics Ltd., the Ben-Dov Companies effectively hold 88.45% of the voting rights of Suny Electronics Ltd. Suny Electronics Ltd. owns 78.71% of the outstanding ordinary shares of Scailex Corporation Ltd. and owns a principal amount of NIS 6,559,244 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 0.33% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. In addition, Ilan Ben-Dov indirectly owns 3.63% of the outstanding ordinary shares of Scailex Corporation Ltd. through Ben-Dov Holdings Ltd. and indirectly owns through I. Ben-Dov Investments Ltd. and Ben-Dov Holdings Ltd. a principal amount of NIS 21,280,000 of the Series 1 Notes of Scailex Corporation Ltd. convertible into ordinary shares that immediately upon conversion would constitute 1.08% of the outstanding ordinary shares of Scailex Corporation Ltd., based on 27,945,211 ordinary shares currently outstanding. Accordingly, Scailex Corporation Ltd. may be deemed to have the shared voting and dispositive power with respect to 20,245,371 ordinary shares of the Issuer owned directly by it.

** In accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and based on 155,668,571 ordinary shares of the Issuer outstanding as of September 30, 2013 (not taking into account 4,467,990 treasury shares of the Issuer) (as disclosed in a Form 6-K submitted by the Issuer to the Securities and Exchange Commission on November 19, 2013).

^ Does not include Ordinary Shares beneficially owned by the other parties to the Shareholders' Agreement described in Item 4 of Amendment No. 2, as to which the Reporting Persons disclaim beneficial ownership.

The statement on Schedule 13D filed on November 12, 2009, relating to ordinary shares, par value NIS 0.01 per share (the “Ordinary Shares”), of Partner Communications Company Ltd., a company organized under the laws of the State of Israel (the “Issuer” or “Partner”), as amended (the statement on Schedule 13D, as amended until the date hereof, is referred to herein as “Schedule 13D” or the “Original Filing”), is hereby amended as set forth below by this Amendment No. 4 (this “Amendment”). This Amendment supplements and amends the Original Filing to the extent specified herein. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Original Filing.

This Amendment is being filed jointly by Ilan Ben-Dov, Ben-Dov Holdings Ltd. (“Ben-Dov Holdings”), Suny Electronics Ltd. (“Suny Electronics”) and Scailex Corporation Ltd. (“Scailex” and, collectively with Ilan Ben-Dov, Ben-Dov Holdings and Suny Electronics, the “Reporting Persons”). The agreement among the Reporting Persons relating to the joint filing of this Amendment is attached as Exhibit 1 to the Original Filing.

Item 2. Identity and Background.

Item 2 of Schedule 13D is hereby amended and restated in its entirety to read as follows:

Ilan Ben-Dov holds 100% of the ordinary shares of Ben-Dov Holdings, which holds 56.6% of the ordinary shares of Suny Electronics (Ben-Dov Holdings holds 17,424,082 shares).¹ Suny Electronics owns 78.71% of the ordinary shares of Scailex.²

Ilan Ben-Dov is the sole director of Ben-Dov Holdings, which has no executive officers. Suny Electronics has six directors (Ilan Ben-Dov, Ram Dviri, Yehiel Feingold, Eti Livni, Shimon Hybloom and Yaakov Vizel) and four executive officers (Yahel Shachar, Galit Alkalay-David, Eliyahu Noah and Moshe Cohen). Scailex has seven directors (Ilan Ben-Dov, Arie Ovadia, Shalom Singer, Yona Admon, Dror Barzilay, Yehiel Feingold and Yoav Biran) and four executive officers (Yahel Shachar, Galit Alkalay-David, Itzhak Bentzion and Moshe Cohen).

Each of Ben-Dov Holdings, Suny Electronics and Scailex is organized under the laws of Israel. The business address of Ben-Dov Holdings, Suny Electronics and Scailex is Segula 48, Industrial Zone, Petach Tikva, Israel.

Ilan Ben-Dov, a citizen of Israel, who resides at 14 Mishmar Hagvul, Tel Aviv, is principally employed as the chairman of the board of directors of Scailex and Suny Electronics. The principal business of Scailex is a holding company whose most substantial holding is Partner and an importer into Israel of cellular phones, tablets, accessories and spare parts, and the principal business of Suny Electronics is the holding of Partner and the importation of cellular phones, tablets, accessories and spare parts, all through Scailex. The principal business of Ben-Dov Holdings is a holding company.

Both Suny Electronics and Scailex are traded on the Tel Aviv Stock Exchange (“TASE”).

Set forth on Schedule 1 hereto, which is incorporated herein by reference, is the name, residence or business address, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, and citizenship of the directors and executive officers of each Reporting Person.

During the last five years, none of the Reporting Persons nor, to the best of their knowledge, any of the entities or individuals mentioned in this Item 2 of this Amendment, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), nor have such entities or persons, during this period, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding been or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

- (1) The Ben-Dov Companies (as defined above) collectively hold 80.57% of the ordinary shares of Suny Electronics (of which 5,075,000 ordinary shares directly owned by I. Ben-Dov Investments Ltd. are held by a court appointed receiver). However, because 8.91% of the ordinary shares of Suny Electronics are held by Suny Telecom (1994) Ltd., a wholly-owned subsidiary of Suny Electronics, the Ben-Dov Companies effectively own 88.45% of the outstanding shares of Suny Electronics.
- (2) Ben-Dov Holdings Ltd, wholly-owned by Ilan Ben-Dov, holds an additional 3.63% of the ordinary shares of Scailex. Ilan Ben-Dov also owns through I. Ben-Dov Investments Ltd. and Ben-Dov Holdings Ltd. a principal amount of NIS 21,280,000 of the Series 1 Notes of Scailex convertible into ordinary shares that immediately upon conversion would constitute 1.08% of the outstanding ordinary shares of Scailex, based on 27,945,211 ordinary shares currently outstanding.

Item 4. Purpose of Transaction.

Item 4 of Schedule 13D is amended by adding the following paragraphs:

Closing of Sale of Shares in Partner

On December 5, 2013, Scailex sold 2,000,000 Ordinary Shares to a third party for NIS 31.6 per share, for total proceeds of NIS 63.2 million. Of this total, NIS 54,755,724 will be deposited in a trust account for Series B Bonds to pay off remaining amounts due to holders of the Series B Bonds. Simultaneous with the sale agreement, an existing pledge on 4,925,306 Ordinary Shares for the benefit of the holders of the Series B Bonds was released (2,000,000 of which were sold, as described above).

On December 8, 2013 and December 9, 2013, Scailex sold an additional 2,008,155 of the 4,925,306 Ordinary Shares formerly pledged for the benefit of the holders of the Series B Bonds to a third party for NIS 31.57 per share, for total proceeds of NIS 63.5 million.

On December 10, 2013, the board of directors of Scailex (i) authorized management to sell the 4,925,306 Ordinary Shares which were formerly pledged for the benefit of the holders of the Series B Bonds, and (ii) ratified the December 5, 2013, December 8, 2013 and December 9, 2013 sales described above.

On December 12, 2013, Scailex sold an additional 222,067 of the 4,925,306 Ordinary Shares formerly pledged for the benefit of the holders of the Series B Bonds to a third party for NIS 31.17 per share, for total proceeds of NIS 6.9 million.

Item 5. Interest in Securities of the Issuer.

Item 5 of Schedule 13D is hereby amended and restated in its entirety to read as follows:

(a) and (b): As of the date hereof, Scailex is the direct beneficial owner of 20,245,371 Ordinary Shares, constituting approximately 13.01% of the total number of outstanding Ordinary Shares. Scailex has the shared power to vote, or direct the voting of, and the shared power to dispose of, or direct the disposition of, all of the Ordinary Shares owned by Scailex.

Suny Electronics may be deemed to be the beneficial owner of 22,418,497 Ordinary Shares, constituting approximately 14.40% of the total number of outstanding Ordinary Shares, consisting of 2,173,126 Ordinary Shares directly owned by Suny Electronics and 20,245,371 Ordinary Shares directly owned by Scailex of which Suny Electronics may be deemed to be the beneficial owner. Suny Electronics has the shared power to vote, or direct the voting of, and the shared power to dispose of, or direct the disposition of, the Ordinary Shares owned by Scailex and Suny Electronics. Pursuant to Rule 13d-4 under the Securities Exchange Act of 1934, as amended, Suny Electronics disclaims beneficial ownership of the Ordinary Shares owned by Scailex reported herein, except to the extent of any pecuniary interest therein.

Ilan Ben-Dov and Ben-Dov Holdings may each be deemed to be the beneficial owner of 22,418,497 Ordinary Shares, constituting approximately 14.40% of the total number of outstanding Ordinary Shares, consisting of 2,173,126 Ordinary Shares directly owned by Suny Electronics and 20,245,497 Ordinary Shares directly owned by Scailex. Each of Ilan Ben-Dov and Ben-Dov Holdings has the shared power to vote, or direct the voting of, and the shared power to dispose of, or direct the disposition of, the Ordinary Shares directly owned by Scailex and Suny Electronics. Pursuant to Rule 13d-4 under the Securities Exchange Act of 1934, as amended, each of Ilan Ben-Dov and Ben-Dov Holdings disclaims beneficial ownership of all Ordinary Shares reported herein, except to the extent of any pecuniary interest therein.

As a result of the voting and disposition provisions in the Shareholders' Agreement, the Reporting Persons may also be deemed to be a member of a group, within the meaning of Rule 13d-5 under the Act, with the other shareholders of the Issuer party to the Shareholders' Agreement and to share beneficial ownership over the Ordinary Shares owned by such other shareholders. The foregoing numbers of shares do not include the Ordinary Shares beneficially owned by such other shareholders parties to the Shareholders' Agreement, as to which the Reporting Persons disclaim beneficial ownership.¹

(c) Except as set forth herein, to the best knowledge of the Reporting Persons, none of the Reporting Persons and no other person or entity described in Item 2 above has beneficial ownership of, or has engaged in any transaction during the past 60 days in respect of, any Ordinary Shares

(d) No person, other than the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares referred to in this Item 5. Scailex retained the entitlement to dividends in respect of the 44,850,000 Ordinary Shares transferred to the Buyer (as defined in Amendment No. 3 to the Schedule 13D filed February 14, 2013) at closing out of the amount of distributable profits accrued as of December 31, 2012, up to an aggregate amount of approximately NIS 115,000,000.

¹ This will not derogate from Scailex's position as a co-holder with the Buyer for purposes of Israeli law.

Percentages set forth herein were calculated in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and based on 155,668,571 Ordinary Shares outstanding as of September 30, 2013 (not taking into account 4,467,990 treasury shares of the Issuer) (as disclosed in a Form 6-K submitted by the Issuer to the Securities and Exchange Commission on November 19, 2013).

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.

Item 6 of Schedule 13D is amended by adding the following paragraphs:

In connection with the December 5, 2013 transaction described in Item 4 above, Scailex and Reznik Paz Nevo R.P.N. Trusts 2007 Ltd. entered into an Amendment to the Trust Deed of August 18, 2009 (Series B).

Item 7. Material to be Filed as Exhibits.

Item 7 is amended by adding the following Exhibits which are filed herewith:

31. Amendment to the Trust Deed of August 18, 2009 between Reznik Paz Nevo R.P.N. Trusts 2007 Ltd. and Scailex Corporation Ltd. dated November 21, 2013 (Series B) (unofficial English translation from Hebrew).

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: December 17, 2013

SCAILEX CORPORATION LTD.

By: /s/ Yahel Shachar
Yahel Shachar
Chief Executive Officer

By: /s/ Galit Alkalay-David
Galit Alkalay-David
Chief Financial Officer

SUNY ELECTRONICS LTD.

By: /s/ Yahel Shachar
Yahel Shachar
Chief Executive Officer

By: /s/ Galit Alkalay-David
Galit Alkalay-David
Chief Financial Officer

BEN-DOV HOLDINGS LTD.

By: /s/ Ilan Ben-Dov
Ilan Ben-Dov
Director

ILAN BEN-DOV

/s/ Ilan Ben-Dov

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSONS

Set forth below is the name, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted, of the directors and executive officers of each Reporting Person that is an entity. Each of the persons named below is a citizen of Israel. The addresses of Scailex Corporation Ltd. ("Scailex") and Suny Electronics Ltd. ("Suny Electronics") are set forth in Item 2. The name of each person who is a director of the applicable Reporting Person is marked with an asterisk.

| <u>Name and Business Address</u> | <u>Principal Occupation or Employment</u> |
|--|--|
| Yahel Shachar c/o Scailex Corporation Segula Industrial Center 48 Ben Zion Galis St. Petach Tikva, Israel | CEO of Scailex and Suny Electronics |
| Galit Alkalay c/o Scailex Corporation Segula Industrial Center 48 Ben Zion Galis St. Petach Tikva, Israel | CFO of Scailex and Suny Electronics |
| Itzhak Bentzioni c/o Scailex Corporation c/o Scailex Corporation Segula Industrial Center 48 Ben Zion Galis St. Petach Tikva, Israel | Cellular Operators Field Manager of Scailex |
| Moshe Cohen c/o Scailex Corporation Segula Industrial Center 48 Ben Zion Galis St. Petach Tikva, Israel | Internal Auditor of Scailex Internal Auditor of Suny Electronics (Although Moshe Cohen is internal auditor of both Scailex and Suny Electronics, he is not an employee of either company. Rather, he is a partner at the accounting firm of Chaikin, Cohen, Rubin & Co., Kiryat Atidim, Building #4, POB 58143, Tel Aviv, Israel.) |
| Ilan Ben-Dov ² * | |
| Ram Dviri * 16 Sharet St. Tel-Aviv, Israel | Owner and CEO of Decoram Ltd. 1 De-Haz St. Tel-Aviv, Israel |
| Shimon Hybloom* 12 Y.L. Baruch, Herzlia, Israel | Accountant. Chairman or director in various companies. Owner of a financial consulting firm. |

² Information regarding Ilan Ben-Dov is provided in Item 2.

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Petach Tikva, Israel

CEO of Derech Halotus Ltd.
Segula Industrial Center
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Accountant of Suny Electronics

Yehiel Feingold *
6 Neurim, Kfar Saba, Israel

Consultant
6 Neurim, Kfar Saba

Eti Livni *
122 Wingate St. Herzeliya, Israel

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Self employed.
8 Aba Even St. Herzeliya, Israel

Shalom Singer *
11 Shlomo Ben Yosef, Tel Aviv, Israel

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7 Zabolinsky St. (Aviv Tower) Ramat-Gan, Israel

Yoav Biran *
3/4 Oved St. Jerusalem, Israel

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Arie Ovadia *
11 Hashomer, Raanana, Israel

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Financial consultant to both private and public companies.
Director/external director in various companies.

Dror Barzilay*
23 Carmely St., Ramat Gan, Israel

Director and consultant in a few companies.
Chairman of the investment committee in a few companies.

[Unofficial English translation from Hebrew]
Amendment to the Trust Deed of August 18, 2009
drawn up and signed in Tel-Aviv on November 21, 2013

between

SCAILEX CORPORATION LTD.
public company no. 52-003180-8
of 48 Ben-Zion Galis Street, Petach-Tikva 49277 Israel
("the Company")

of the first part;

and

REZNIK PAZ NEVO R.P.N. TRUSTS 2007 LTD.
private company no. 51-404642-4
of 14 Yad Charutzim Street, Tel-Aviv Israel
(by virtue of its capacity as the trustee for the Company's Series B notes)
("the Trustee")

of the second part;

Whereas:

- a. On August 18, 2009, the Company and Reznik Paz Nevo R.P.N. Trusts 2007 Ltd. (under its former name – Clal Finance Trusts 2007 Ltd.) signed a trust deed, which was amended on September 6, 2009, and for which an addendum to it was drawn up on September 21, 2009, and which was amended by an amendment and addendum on October 28, 2009, and which was amended on May 27, 2013, all in relation to the Company's Series B notes (hereinafter: "**the Series B Notes**" or "**Series B**"; and the aforesaid trust deed, inclusive of all addenda thereto and the aforesaid amendments shall be called hereinafter: "**the Trust Deed**").
 - b. The Company attests that, pursuant to the provisions of the Trust Deed that are in effect at this time, pledges in favor of the Trustee of 4,925,306 shares of Partner Communications Company Ltd. (hereinafter: "**Partner**"), which constitute the Pledged Shares, as this term is defined in the Trust Deed (hereinafter: "**the Pledged Shares**"), the value of which, according to the closing price of the Partner share published by the Tel-Aviv Stock Exchange Ltd. shortly before the signing date of this amendment to the Trust Deed (on November 20, 2013) is approximately NIS 168 million.
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- c. The Company attests that, subsequent to the last payment of the principal that was rendered to the Series B noteholders on June 30, 2013 and subsequent to the last payment of the interest that was rendered to the Series B noteholders on September 30, 2013, the Company's total current debt (principal and accrued interest until December 31, 2013) to the Series B noteholders is a total of NIS 54,005,724 (hereinafter: "**the Balance of the Debt**"). Furthermore, the date of the full and final redemption relative to the Series B noteholders (principal and interest) is December 31, 2013.
- d. The Company attests that, in light of the ratio between the value of the Pledged Shares and the Balance of the Debt, which, correct to the signing date of this amendment, is approximately 312%, and in light of the Company's need to realize all or a portion of the Pledged Shares (concurrent with or after the deposit of the Alternative Collateral in the trust account, as specified hereunder in clause 2.2), **or** to pledge them as collateral for financing (concurrent with or after the deposit of the Alternative Collateral in the trust account, as specified hereunder in clause 2.2), and this, in order to execute the payment of maturities (principal and interest) to the Company's noteholders (to the Series B noteholders and, after the deposit of the Alternative Collateral in the trust account, as specified hereunder in clause 2.2, also to the Series D noteholders¹) and current payments, the Company approached the Trustee in order to obtain the Series B noteholders' consent to amend the Trust Deed in a manner that would enable the swap of the existing collateral (the Pledged Shares) for the Alternative Collateral (as this term is defined hereunder), and all in the manner and under the conditions that shall be specified hereunder in this amendment to the Trust Deed and in respect of the period up until the repayment of the entire debt to the Series B noteholders (hereinafter: "**the Collateral Swap**"), and this, to secure the full payment of the sums that the Company owes and shall owe to the Series B noteholders (including principal, interest and arrears interest [insofar as any shall apply]) and to the Trustee (including fee and reasonable expenses to the Trustee and to the Trustee's agents pursuant to the provisions of the Trust Deed) and to secure the fulfillment of all of the Company's other obligations pursuant to the terms of the Series B Notes (all of the aforesaid shall be called hereinafter: "**the Entire Debt to the Series B Noteholders**").

¹ In this amended deed, "**Series D Notes**" or "**Series D**" means the Company's Series D notes (security number 1115674), together with principal amount not paid on the due date 10/13 of the Company's Series D notes (security number 1130434).

- e. The Company attests that, on September 18, 2013, the trustees for the Company's other series of notes announced that the meetings of the noteholders of all of the series of notes issued by the Company (A – D, F – J and 1) issued approval to carry out the Collateral Swap (hereinafter: **"the September Collateral Swap"**); however, the validity of the said approval expired, due to the elapse of the timeframe stipulated for its completion, which was affixed as October 30, 2013.
- f. The Company attests that, correct to November 2013, its material financial creditors (at a sum exceeding NIS 1 million) are solely noteholders (Series A – D, F – J and 1) of the Company and an Israeli commercial bank (hereinafter: **"Commercial Bank"**), with the debt to them (correct to November 2013) being as specified in the attestation of the Company's C.E.O., which was issued to the Trustee on November 19, 2013 (hereinafter: **"the Attestation"**), and that the Company's other material creditors are as included in the Company's financial statements as on June 30, 2013, as published by the Company, or, if incurred subsequent to the date of the financial statements as stated, as specified in the Attestation.
- g. The Company attests that the Collateral Swap, pursuant to that stated in this amendment to the Trust Deed, in no way constitutes creditor preference and/or adversely impacts the existing liens in favor of the Series B noteholders, insofar as the Collateral Swap might not be completed pursuant to the provisions of this amendment, and/or adversely impacts the validity of the Lien (as this term is defined hereunder in clause 2.1) and/or the ability to exercise it, at any time, including shortly after the creation and/or registration of the Lien, while relying on the legal opinion that the Company issued to the Trustee on November 19, 2013.

- h. The Company attests that meetings of the Company's Series A, C, D, F, G, H, I, J and L noteholders were held on November 19, 2013, which were closed on November 21, 2013, during which, the aforesaid noteholders resolved, each series irrevocably by special resolution, to instruct the Trustee for the relevant series of notes to agree to: (1) the Collateral Swap, including the provision, creation and registration of the Alternative Collateral (as this term is defined hereunder) to the Trustee, and to the engagement of the Company and the Trustee in this amendment to the Trust Deed, including any immaterial amendment thereto that shall be agreed upon between the Trustee and the Company; and (2) not institute any legal proceeding and not raise any allegation and/or demand (including a demand calling for immediate repayment) and/or claim against and/or in relation to the Collateral Swap, including, but not limited to, not to raise any allegation and/or demand and/or claim as stated in relation to the completion of the Collateral Swap and/or against the validity of the Alternative Collateral (as this term is defined hereunder), and against a sale and/or pledge of the Pledged Shares (all or a portion thereof) concurrent with or after the provision of the Alternative Collateral and the release of the Pledged Shares from lien in favor of the Trustee (hereinafter: "**Lawsuit**"); and (3) not demand that the Trustee for the relevant series of notes shall institute any Lawsuit (as this term is defined above); and (4) to instruct the Trustee for the relevant series of notes, subject to the provisions of any law and the Trust Deed, to oppose any proceeding that is contrary to the above consents, insofar as the Trustee might be adjointed as a party to such proceeding – and all this, provided that the Collateral Swap shall be executed and completed, as specified in this amendment to the Trust Deed by no later than December 30, 2013 ("**the Record Date**"); a copy of the aforesaid resolutions of the noteholders' meetings is attached as Appendix 1.
- i. The Company attests that, by the time of the deposit of the Alternative Collateral, and as a precondition thereto, Commercial Bank shall issue its irrevocable consent, as specified in the confirmation, a copy of which shall be delivered to the Trustee, by the time of the deposit of the collateral, and which shall be addressed to the Trustee and to all of the trustees for the Company's noteholders, whereby the Commercial Bank shall irrevocably agree as follows: "(1) to the Collateral Swap, including the provision, creation and registration of the Alternative Collateral (as this term is defined hereunder) to the Trustee, and to the engagement of the Company and the Trustee in this amendment to the Trust Deed, including any immaterial amendment thereto that shall be agreed upon between the Trustee and the Company; and (2) not to institute any legal proceeding and not to raise any allegation and/or demand (including a demand calling for immediate repayment) and/or claim against and/or in relation to the Collateral Swap, including, but not limited to, not to raise any allegation and/or demand and/or claim as stated in relation to the completion of the Collateral Swap and/or the validity of the Alternative Collateral (as this term is defined hereunder), and against a sale and/or pledge of the Pledged Shares (all or a portion thereof) after the release thereof from lien in favor of the Trustee (hereinafter: "**Lawsuit**"); and (3) not to institute any Lawsuit (as defined above); and (4) to oppose any proceeding that is contrary to the above consents, insofar as Commercial Bank might be adjointed as a party to such proceeding – and all this, provided that the Collateral Swap shall be executed, as specified in this amendment to the Trust Deed by no later than the Record Date, as defined above in clause h. It is hereby agreed that if the consent of Commercial Bank as stated is not received by the Record Date, then the Collateral Swap shall not be carried out, and this amendment shall be voided.

- j. On the basis of that stated above, a meeting of the Series B noteholders was held on November 19, 2013, and was closed on November 21, 2013, during which, the Series B noteholders resolved, by special resolution, to instruct the Trustee to engage in this amendment to the Trust Deed; a copy of the resolution of the Series B noteholders' meeting is attached as **Appendix 2**.
- k. It is the desire of the parties to amend the provisions of the Trust Deed in the manner and under the conditions specified in this amendment to the Trust Deed (hereinafter: "**This Amendment**").

Wherefore, the parties hereby declare, stipulate and agree as follows:

1. **Recitals; interpretation; definitions**

- 1.1 The recitals to This Amendment, inclusive of the Company's attestations included therein, and the appendices to This Amendment, constitute an integral part of This Amendment.
- 1.2 Any term not expressly defined in This Amendment, shall have the meaning ascribed to it in the Trust Deed.
- 1.3 The provisions of the Trust Deed, which is attached as **Appendix 3** to This Amendment, constitute an integral part of This Amendment and shall apply to the relations between the parties and solely in relation to the Series B Notes.
- 1.4 All provisions of the Trust Deed shall remain in effect, unless expressly stated otherwise in This Amendment. It is hereby clarified that This Amendment serves to supplement the rights of the Trustee and of the Series B noteholders (apart from the swap of the existing collateral [the Pledged Shares] with the Alternative Collateral [as this term is defined hereunder], the value of which, correct to the signing date of This Amendment, is lower than the value of the existing collateral). Accordingly, in the event of an express contradiction between the provisions of This Amendment and the provisions of the Trust Deed, the provisions of This Amendment shall prevail. It is hereby clarified that a breach of This Amendment shall also constitute a breach of the Trust Deed.

2. **Consent to the Collateral Swap**

- 2.1 To secure the Entire Debt to the Series B Noteholders, and to secure the fulfillment of all of the Company's other obligations to the Trustee and/or to the Series B noteholders pursuant to the terms of the notes, within 3 business days of the signing date of This Amendment, the Company shall pledge in favor of the Series B Trustee, by way of a deposited pledge, and by way of a lien registered with the Registrar of Companies, under a fixed lien, the rights in the Trust Account (as this term is defined hereunder), and under a floating lien, the monies and/or the deposits and/or the securities that shall be deposited from time to time in the trust account and/or any consideration that might be received in respect thereof, including the sum of the Alternative Collateral, including the profits thereof, both of which are sole, first-ranking liens unlimited in amount, and being free and clear of any right of any third party to them. Copies of the lien documents as stated in favor of the Trustee shall be attached as **Appendix 4** to This Amendment (hereinafter: **"the Lien"**). The Lien shall be registered with the Registrar of Companies by no later than one business day prior to the execution date of the Collateral Swap.
- "The Trust Account"** – trust account number 357907 at branch number 407 of Mizrahi Tefahot Bank Ltd., which was opened by the Trustee and is managed under the Trustee's name in trust for the Company's Series B noteholders, and in which the Trustee has sole signatory rights (including in relation to cash withdrawals and/or transfers of monies from this account). Monies to be deposited in the Trust Account shall be invested in unlinked liquid deposits bearing interest on a weekly basis, with the basis being changed to daily, insofar as the Trustee shall be so requested in writing by the Company.
- 2.2 The sum equivalent to a minimum of NIS 54,755,724 shall be deposited with the Trustee in the Trust Account by no later than the Record Date (hereinabove and hereinafter: **"the Alternative Collateral"**), which reflects, according to the calculation and attestation of the Company's C.F.O., which is attached as **Appendix 5**, the entire Balance of the Debt, plus a monetary sum constituting an additional security cushion at the sum of NIS 750,000.

- 2.3 The Alternative Collateral shall replace the existing collateral (the Pledged Shares) and shall guarantee the Entire Debt to the Series B Noteholders (as defined above).
- 2.4 It is hereby clarified and agreed that the non-issuance of the Alternative Collateral and the non-execution of the Collateral Swap, for any reason whatsoever, shall not constitute a breach of the Trust Deed and shall not entitle the holders to any remedy, and, if the Collateral Swap shall not be executed for any reason whatsoever by the Record Date, then This Amendment shall expire and shall not have any validity.
- 2.5 Furthermore, at the time of the deposit of the Alternative Collateral, and as a precondition to the Collateral Swap, the Company shall deliver all of the documents specified hereunder to the Trustee:
- (a) An irrevocable letter of instructions, in the version attached as Appendix 6 (these instructions shall be approved in writing by the Trustee at that time), whereby:
- (1) The Trustee shall transfer the entire sum required for the purpose of repayment of the Entire Debt to the Series B Noteholders (as this term is defined above) (including principal and interest) to the Series B noteholders (including by way of a transfer to the TASE Clearing House) and/or to the Trustee (by way of offset), out of the monies of the Alternative Collateral, on December 31, 2013, and this, in respect of principal and interest, according to the calculation of the Company's C.F.O. in this regard, which he shall deliver to the Trustee by no later than December 19, 2013, and any other sum that the Company shall be required to pay to the Trustee and/or to the noteholders by law and/or pursuant to the Trust Deed (including the reasonable expenses of the Trustee and the Trustee's agents, pursuant to the provisions of the Trust Deed). Notwithstanding that stated above in this subclause, the Trustee shall transfer the entire sum to the noteholders that is required for the purpose of the full repayment of the Balance of the Debt to the noteholders as stated, within one business day of the date that the Series B noteholders shall pass a resolution to call for the immediate repayment of the Entire Debt to them.

- (2) Within 7 business days of the date that the Entire Debt to the Series B Noteholders (as this term is defined above) has actually been paid off, as stated above in clause 2.5(a) (1) and the confirmation in writing, signed by the C.F.O., has been issued to the Trustee, which confirms the repayment of the Entire Debt to the Series B Noteholders, as stated, the Trustee shall transfer to the Company, to a bank account the particulars of which shall be issued to it in advance and in writing, the balance of the sums deposited in the Trust Account subsequent to the actual payment of the Entire Debt to the Series B Noteholders (as this term is defined above) (including the fee and the reasonable expenses of the Trustee and the Trustee's agents, pursuant to the provisions of the Trust Deed).
- (b) An original bond in respect of the Lien, which is specified above in clause 2.1, along with the Trust Deed, inclusive of all addenda and amendments made thereto, and accompanied by the form "Details of Mortgages and Liens" (Form 10), all being signed by the Company and/or the Trustee (as relevant), whereby on the first page of each document as stated, an original "received" or "submitted for examination" stamp has been stamped and dated by the Registrar of Companies; a complete computer print-out from the Registrar of Companies of the Company's details, including a summary of the details of the Company's liens, subsequent to the registration of the Lien, which attests, inter alia, to the proper registration of the Lien; an original lien registration certificate in respect of the Lien.
- (c) An original, signed attestation of a senior officer of the Company, confirmed by an attorney, whereby the Lien does not contradict or conflict with the Company's undertakings to third parties, and this, in the version that shall be acceptable to the Trustee.
- (d) Condensed minutes of the resolution of the Company's board of directors approving the Collateral Swap, including the creation of the Lien specified above in clause 2.1.

- 2.6 Furthermore, at the time of the deposit of the Alternative Collateral, and subject to the creation and registration of the Lien in accordance with the law as stated, concurrent with the actual deposit of the Alternative Collateral into the Trust Account, and subject to the said transfer, the Trustee shall transfer to the Company:
- (a) Confirmation of the cancellation and striking of the existing lien on the existing collateral (the Pledged Shares) in favor of the Trustee (which shall be addressed to the Company and to the Registrar of Companies), in the version attached as Appendix 7 to This Amendment.
 - (b) The share certificates in respect of the Pledged Shares (the existing collateral), with the pledge in respect thereof being replaced by the Alternative Collateral within the scope of the Collateral Swap. The aforesaid Share Certificates shall be attached as Appendix 8 to This Amendment.
 - (c) “Blank” share transfer deeds that the Company had forwarded to the Trustee in respect of the Pledged Shares (the existing collateral). The aforesaid share transfer deeds shall be attached as Appendix 9 to This Amendment.
 - (d) Notice to Partner of the cancellation of the irrevocable instructions that had been issued in relation to the Pledged Shares (the existing collateral), in the version attached as Appendix 10.
- 2.7 Furthermore, on the date of the transfer of the Alternative Collateral to the Trustee, as stated above in clause 2.4, the Company shall issue an opinion to the Trustee from the Company’s attorney with regard to the creation, registration in accordance with the law and the validity of the Lien (which is specified above in clause 2.1), in the version required by the Trustee. It is hereby clarified that the legal opinion referred to above in paragraph g. of the recitals to This Amendment shall also be included within this framework, and that the Company shall assume the expenses of preparing the opinion.
- 2.8 Without derogating from the Company’s undertaking to register the Lien with the Registrar of Companies, the deposit of the Alternative Collateral with the Trustee, shall be deemed a deposited pledge (lien).

- 2.9 It is hereby clarified that the Pledged Shares, which shall be released from lien within the scope of the Collateral Swap, shall not be repledged in favor of the Trustee.
- 2.10 It is hereby clarified and agreed that the execution and delivery to the Trustee of a copy of the IBAN transfer of the sum of the Alternative Collateral from an Israeli bank to the Trust Account shall be deemed as deposit of the Alternative Collateral with the Trustee on the date specified in that document.
3. Apart from the amendments specified above in clause 2 to This Amendment, no amendment has been made to the rest of the terms of the Trust Deed, and the Trust Deed and the provisions thereof shall continue to apply between the parties relative to the Series B notes.
4. By signing This Amendment, the Trustee authorizes each of the Company's authorized signatories to report on its behalf in the *Magna* system about its engagement in and signing of This Amendment.

[left blank intentionally; signatures on the next page]

In witness whereof, the parties have hereunto signed:

/s/ Galit Alkalay-David

/s/ Yahel Shachar

Scailex Corporation Ltd.

/s/ Yossi Reznik

Reznik Paz Nevo R.P.N. Trusts 2007 Ltd.

Attorney's Confirmation

I, the undersigned, Eyal Haskal, the attorney of Scailex Corporation Ltd., do hereby confirm that This Addendum was duly signed by the authorized signatories of Scailex Corporation Ltd., Yahel Shachar and Galit Alkalay-David, including that the signatures of the aforesaid are binding upon the aforesaid company. I hereby also confirm that all resolutions required for the purpose of validating This Amendment to the Trust Deed and the liens referred to in This Amendment to the Trust Deed have been duly passed, pursuant to the aforesaid company's incorporation documents, and that they are binding in accordance with their terms and conditions.

/s/ Eyal Haskal

Eyal Haskal, Adv.